

Exhibit E

Wind-Down Transactions Memorandum

Draft Wind-Down Transactions Memorandum

This memorandum (this “Wind-Down Transactions Memorandum”) sets forth a summary description of certain proposed transactions (the “Wind-Down Transactions”) to be effected in connection with the consummation of the transactions contemplated by the *Joint Chapter 11 Plan of SunPower Corporation and Its Debtor Affiliates* (as amended, supplemented, or modified from time to time in accordance with its terms, the “Plan”).¹

This Wind-Down Transactions Memorandum and the Wind-Down Transactions remain under discussion among the Debtors and interested parties with respect thereto. Subject to any applicable consent rights contained in the Plan, the Debtors reserve all rights to modify, amend, supplement, and restate any part of this Wind-Down Transactions Memorandum as necessary or appropriate. Moreover, the list of steps in this Wind-Down Transactions Memorandum is not necessarily comprehensive and is intended only as a draft summary of the Wind-Down Transactions.

Nothing herein shall limit or modify, in any way, any section of the Plan, the Plan Supplement, or any related provisions in the Confirmation Order, or any authority or discretion granted to the Debtors or the Wind-Down Debtors thereby. To the extent there is any inconsistency between this document and the Plan, the Plan shall govern.

The Confirmation Order shall be deemed to authorize all actions as may be necessary or appropriate to effect any transaction described in, contemplated by, or necessary to effectuate the Plan. The Debtors currently anticipate that the Wind-Down Transactions will occur pursuant to the following steps and in the following order, which may be subject to further changes.

Wind-Down Transactions Steps

On or Before the Effective Date:

Step 1: The Sale Transactions shall have closed, and the Debtors shall have received the proceeds of such Sale Transactions from the Purchasers.

On the Effective Date or as soon as reasonably practicable thereafter (unless otherwise specified in the Plan):

Step 2: The Debtors or the Wind-Down Debtors may (including, for the avoidance of doubt, on the Effective Date) cancel, release, or otherwise address some or all Intercompany Claims in accordance with the Plan.

Step 3: All Interests in SunPower shall be cancelled, released, and extinguished, and will be of no further force or effect.

¹ Capitalized terms used but not defined herein have the respective meanings given to them in the Plan.

Step 4: The Debtors or the Wind-Down Debtors, as applicable, shall file the agreed form of the Creditor Trust Agreement as part of the Plan Supplement.

Step 5: The Plan Administrator shall be appointed by the Debtors or the Wind-Down Debtors, as applicable, with the consent of the Prepetition First Lien Agent, who shall be the sole director and the sole officer of the Debtors or the Wind-Down Debtors, as applicable.

Step 6: The Creditor Trustee shall be selected by the Committee.

Step 7: The Creditor Trust Assets shall vest in the Creditor Trust, pursuant to Article IV.F of the Plan.

Step 8: The Debtors or the Wind-Down Debtors, as applicable, shall establish and fund the following in accordance with the Plan: (a) the Administrative / Priority Claims Reserve; (b) the Professional Fee Escrow Account; and (c) the Wind-Down Debtors' Account.

Step 9: The Debtors or the Wind-Down Debtors, as applicable, shall make the Prepetition First Lien Effective Date Distribution.

Step 10: The Debtors, the Wind-Down Debtors, and the Plan Administrator, as applicable, shall effectuate the Wind-Down in accordance with the Plan and the Confirmation Order, including:

- liquidating and converting to Cash the Wind-Down Debtors' Assets;
- distributing the Distributable Proceeds to Holders of Allowed Claims pursuant to the priorities set forth in the Plan and in accordance with the Waterfall Recovery;
- resolving any Disputed Claims;
- administering the tax obligations of the Wind-Down Debtors;
- dissolving the Wind-Down Debtors and their non-Debtor subsidiaries; and
- taking any and all other steps necessary to effectuate the Wind-Down.

Step 11: The Creditor Trustee shall administer the Creditor Trust in accordance with the Plan and the Creditor Trust Agreement, including:

- pursuing, litigating, and monetizing the Creditor Trust Claims;
- distributing any proceeds of the Creditor Trust Assets to holders of Creditor Trust Beneficial Interests in accordance with the terms of the Creditor Trust Agreement;
- resolving any Disputed Claims relating to General Unsecured Claims and/or the Creditor Trust Beneficial Interests;
- dissolving the Creditor Trust; and

- taking any and all other steps necessary to administer the Creditor Trust.